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Attorneys for Plaintiff
Dresick Farms, Inc.

UNITED STATES DISTRICT COURT
FOR THE NORTHERN DISTRICT OF CALIFORNIA

DRESICK FARMS, INC.,

Plaintiff,

v.

MIVCO PACKING COMPANY, LLC,

Defendant.

CASE NO. C08-03175 JL

**STIPULATION FOR ENTRY OF
JUDGMENT**

Plaintiff Dresick Farms, Inc. ("Dresick Farms") and Defendant Mivco Packing Company, LLC ("Mivco") stipulate and agree to the following:

1. In or about December 2006, Dresick Farms and Mivco entered into a written contract in which Dresick Farms agreed to grow fresh lettuce for Mivco and Mivco agreed to pay Dresick Farms \$534,050.00.

2. Plaintiff Dresick Farms grew the lettuce as agreed and delivered it to Defendant Mivco. Mivco paid Dresick Farms \$267,025.00; however, it breached the contract between Dresick Farms and Mivco by failing to pay Dresick Farms the remaining \$267,025.00, all of which is past due.

1 3. Prejudgment interest of \$34,490.60 (at the California contract rate of 10% per
2 year) and, beginning from the date the Order and Judgment are entered, post judgment interest
3 (at the federal post judgment interest rate) is also owed by Mivco to Dresick Farms.

4 4. The written contract between Dresick Farms and Defendant Mivco also provides
5 that should any action in law or equity be necessary to enforce the terms of the contract, the
6 prevailing party shall be entitled to reasonable attorneys' fees and costs, including attorneys' fees
7 and costs in bankruptcy proceedings. Dresick Farms has incurred \$4,025.00 in attorneys' fees
8 and costs to date, which should be added to the judgment, as should Dresick Farms' reasonable
9 attorneys' fees and costs incurred (after the Order and Judgment are entered) to enforce or collect
10 under the Order and Judgment.

11 5. Although this Judgment may be recorded, Dresick Farms shall not seek any writs
12 or other process to collect the debt for six month, unless Mivco Packing Company, LLC files for
13 bankruptcy protection or is forced into an involuntary bankruptcy proceeding, or action is taken
14 by a third party against any property upon which Dresick Farms has a lien as a result of the
15 Judgment being recorded, in which case, Dresick Farms may immediately takes steps to enforce
16 the Judgment through the bankruptcy proceedings or to protect its interests in the property upon
17 which it has a lien.

18 6. The U.S. District Court for the Northern District of California shall retain
19 exclusive jurisdiction over the parties to this action and to enforce and interpret the Stipulation
20 between the parties and the Order and Judgment entered by the Court pursuant to the Stipulation.

21 7. An Order and Judgment may be entered in a form acceptable to this Court similar
22 to, but not necessarily identical to, the Proposed Order and Judgment that is attached to this
23 Stipulation as Exhibit "A."
24

1 8. This Stipulation may be executed in counterparts, each of which shall together be
2 construed as a single original document. A fully executed copy of this Stipulation, including
3 facsimile signatures, may be used in lieu of the original for all purposes.

4 9. The Parties, and each of them, acknowledge having had the opportunity to discuss
5 this Stipulation with their own attorneys and that they have availed themselves of that
6 opportunity to the extent they have desired to do so.

7 **IT IS SO STIPULATED & AGREED:**

8 DRESICK FARMS, INC.

9 Date: 7/9, 2008

By: Michael Dresick
Michael Dresick

11 MIVCO PACKING COMPANY, LLC

12
13 Date: _____, 2008

Roger Mills

14 **APPROVED AS TO FORM AND CONTENT:**

15
16 RYNN & JANOWSKY, LLP

17 Date: July 9, 2007

By: Marion I. Queenberg

MARION I. QUEENBERG
Attorneys for Plaintiff Dresick Farms, Inc.

19
20 JOHNSON & MONCRIEF
A Professional Corporation

21 Date: July 14, 2008

By: Paul Hart

PAUL HART
Attorneys for Defendant Mivco Packing
Company, LLC

8. This Stipulation may be executed in counterparts, each of which shall together be construed as a single original document. A fully executed copy of this Stipulation, including facsimile signatures, may be used in lieu of the original for all purposes.

9. The Parties, and each of them, acknowledge having had the opportunity to discuss this Stipulation with their own attorneys and that they have availed themselves of that opportunity to the extent they have desired to do so.

IT IS SO STIPULATED & AGREED:

DRESICK FARMS, INC.

Date: _____, 2008

By: Michael Dresick

MTVCO PACKING COMPANY, LLC

Date: 7-15-08 2008

Rogers Mills

APPROVED AS TO FORM AND CONTENT:

RYNN & JANOWSKY, LLP

Date: _____, 2007

By:

MARION I. QUESENBERRY
Attorneys for Plaintiff Dresick Farms, Inc.

JOHNSON & MONCRIEF
A Professional Corporation

Date: _____, 2008

By:

PAUL HART
Attorneys for Defendant Mivco Packing
Company, LLC

EXHIBIT A

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CASE NO. C08-03175 JL

[Proposed] ORDER AND JUDGMENT

Upon consideration of Plaintiff Dresick Farms, Inc. and Defendant Mivco Packing Company, LLC's Stipulation for Entry of Judgment ("Stipulation"), and good cause appearing for approval of the Stipulation,

IT IS ORDERED THAT JUDGMENT BE AND IS HEREBY ENTERED in favor of Dresick Farms, Inc. and against Mivco Packing Company, LLC for breach of contract in the sum of \$267,025.00, plus \$34,490.60 in pre-judgment interest at the California contract rate of 10% per year, attorneys' fees and costs of \$4,025.00, and post judgment interest at the federal judgment rate from the date of this Order and Judgment until paid in full.

IT IS ORDERED that should Dresick Farms, Inc. incur attorneys' fees and costs, after this Order and Judgment is entered, to enforce or collect under the Order and Judgment, the

1 Judgment shall be increased in the amount of Dresick Farms, Inc.'s reasonable attorneys' fees
2 and costs.

3 IT IS FURTHER ORDERED that although this Judgment may be recorded, Dresick
4 Farms, Inc. shall not seek any writs or other process to collect the debt for six month, unless
5 Mivco Packing Company, LLC files for bankruptcy protection, or is forced into an involuntary
6 bankruptcy proceeding, or action is taken by a third party against any property upon which
7 Dresick Farms, Inc. has a lien as a result of the Judgment being recorded, in which case, Mivco
8 Packing Company, LLC may immediately takes steps to enforce the Judgment through the
9 bankruptcy proceedings or to protect its interests in the property upon which it has a lien.

10 IT IS FURTHER ORDERED that, should Dresick Farms, Inc. need to take action to
11 collect on this Judgment as a result of the recording of the Judgment, the filing of a bankruptcy
12 petition by or against Mivco Packing Company, LLC, or the passage of the six months, Dresick
13 Farms, Inc. shall be entitled to reasonable attorneys' fees and costs incurred by it to enforce or
14 otherwise take action to collect the sums still owed on this Judgment.

15 IT IS ORDERED that the U.S. District Court for the Northern District of California shall
16 retain exclusive jurisdiction over the parties to this action and to enforce and interpret the
17 Stipulation between the parties and the Order and Judgment entered by the Court pursuant to the
18 Stipulation.

19
20 Date: July ___, 2008

United States Magistrate Judge